



**University of California
Ernest Orlando Lawrence
Berkeley National Laboratory**

GENERAL PROVISIONS FOR TIME & MATERIAL SUBCONTRACTS

DEFINITIONS

As used herein, the following terms shall have the indicated meanings:

- "Items" means the supplies and services subcontracted for under the Subcontract.
- "Government" means the United States Government;
- "DOE" means the U. S. Department of Energy;
- "University" means The Regents of the University of California, acting through the LBNL;
- "LBNL" means the Ernest Orlando Lawrence Berkeley National Laboratory;
- "Subcontract" means this Subcontract with the University;
- The term "Subcontractor" means the party who has entered into this Subcontract with the University;
- The term "subcontractor" means the Subcontractor's subcontractor(s).

SCOPE OF SUBCONTRACT

The scope of the Subcontract shall be limited to the acquisition of Fixed Price Supplies and Services. The Subcontract is entered into as a subcontract under the University's Prime Contract No. DE-AC02-05CH11231 with the Government, represented by the DOE, for management and operation of the LBNL and the performance of certain research and development work.

ACCEPTANCE OF SUBCONTRACT

The Subcontractor's written acceptance of this Subcontract or the performance of any portion of this Subcontract shall constitute the Subcontractor's unqualified acceptance of this Subcontract and all of the Subcontract's terms and conditions. Any alterations made to the documents comprising this Subcontract or any conditions imposed by the Subcontractor upon its written acceptance of this Subcontract are not acceptable and shall constitute a proposal for modification of the Subcontract only and shall have no effect on the validity or the Subcontractor's acceptance of this Subcontract and its terms and conditions, anything to the contrary notwithstanding.

In the event the Subcontractor's business status indicated on the face of this Subcontract is not accurate and current, in accordance with applicable Federal laws, executive orders, and regulations, the University may cancel this Subcontract, without further obligation.

DOCUMENTS OF SUBCONTRACTOR

The provisions of any quotation or other documents of the Subcontractor referenced in or incorporated as a part of this Subcontract are referenced or incorporated only for the purpose of specifying the nature of the materials, supplies, or services ordered, the price thereof, and/or the delivery thereof, and any terms and conditions contained in such referenced or incorporated documents shall not apply.

FORCED, CONVICT, AND INDENTURED LABOR

(a) By signing or accepting this subcontract, the Subcontractor hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this subcontract will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

(b) Any Subcontractor subcontracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a subcontract pursuant to the above, may have any or all of the following sanctions imposed:

(1) The subcontract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.

(2) The Subcontractor may be removed from consideration for University subcontracts for a period not to exceed 360 days.

PACKAGING INSTRUCTIONS

The Subcontractor shall suitably package the Items to prevent damage during handling and shipping. Any damage resulting from improper packaging, containerizing, or lack thereof shall be the liability of the Subcontractor, anything to the contrary notwithstanding. The Subcontractor shall indicate the University Subcontract number on each container or package. An itemized packing list shall be affixed to the outermost cover of each container or package.

The University encourages the use of biodegradable packaging materials. To assist in this endeavor, the Subcontractor is requested to use every reasonable effort to use biodegradable packaging materials for shipments to the University.

TITLE AND RISK OF LOSS

Unless otherwise provided in the Subcontract, title to the Items purchased under the Subcontract shall pass directly to the Government upon, and the risk of loss or damage to the Items shall remain with the Subcontractor until, and shall pass to the University upon:

- If F.O.B. Shipping Point: Completion of delivery to the carrier and any loading by the Subcontractor.
- If F.O.B. Destination: Completion of delivery or commencement of unloading by the University at the delivery point.

However, (1) if the Subcontract provides for formal acceptance of any Items by the University, then title to such Items shall pass directly to the Government upon such formal acceptance; and (2) the title and risk of loss or damage to Items that are non-conforming shall remain with the Subcontractor until acceptance of the Items by the University as conforming.

SHIPMENTS FOR UNIVERSITY'S ACCOUNT

Except as otherwise provided in the Subcontract, all shipments by the Subcontractor for the University's account shall be (1) shipped FOB Shipping Point and marked as shipped "For the U. S. Department of Energy;" (2) shipped at the maximum declared value for the lowest applicable transportation rate or classification, and the bill of lading shall so note; and (3) self-insured by the University and not insured by the Subcontractor. Airway bills shall be marked with the appropriate "Government Package" entry. Shipping costs in excess of those per the "Shipping Instructions" specified on the face of this Subcontract shall be deducted from the Subcontractor's invoice(s).

TRAVEL

This Subcontract may include estimated funds for various domestic round trips deemed necessary by the LBNL Technical Coordinator. Only actual travel costs will be paid in accordance with the Federal Travel Regulations and Berkeley Laboratory Travel policies, attached as needed. Any Foreign Travel (any travel outside of the United States and its territories and possessions) will require prior written approval by LBNL and DOE.

INVOICES

The Subcontractor shall submit its invoice at the time of final shipment, unless otherwise provided in the Subcontract. The invoices shall reference the Subcontract Number and include a complete description of the materials, supplies, services; prices; ship dates; and the name of the University's LBNL Procurement Representative. Failure to comply

with any of these requirements may result in a delay in payment of the invoices.

PAYMENT

Unless otherwise provided in the Subcontract, Subcontractor shall be paid within 30 days after receipt of the Subcontractor's properly submitted invoice, for Items delivered and accepted or services rendered and accepted. Any offered discount shall be taken if payment is made within the discount period indicated by the Subcontractor. Invoices must be accompanied by transportation receipts, or facsimiles, if transportation is payable and charged as a separate item.

LAWS AND REGULATIONS

The Items shall be designed, produced, sold, and delivered in accordance with, and Subcontractor and its employees and sub-vendors shall at all times comply with, all applicable state and federal laws, ordinances, statutes, codes, rules, and regulations, including, but not limited to, those relating to wages, hours, employment discrimination, immigration, and safety (including OSHA).

TAX ASSESSMENT NOTIFICATION

The Subcontractor agrees to notify the University of any State or local law tax, fee or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract for which an exemption is claimed by the University or concerning which the Subcontractor has reason to believe or the University has advised the Subcontractor that such tax, fee, or charge is or may be inapplicable or invalid. The Subcontractor further agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by the University, and to take such steps as may be required by the University to cause such tax, fee, or charge to be paid under protest and, if so directed by the University, to cause to be assigned to the University or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit the University or its designee to join with the Subcontractor in any proceedings for the recovery thereof or to sue for recovery in the Subcontractor's name.

BANKRUPTCY

If the Subcontractor enters into any proceeding related to bankruptcy, it shall give written notice to the University's LBNL Procurement Representative via certified mail within five days of initiation of the proceeding. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and a listing of the LBNL purchase orders, subcontracts, or agreements affected.

EXCUSABLE DELAYS

The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Subcontractor shall notify the University in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give the University written notice of the cessation of such occurrence.

RELEASE, PUBLICATION AND USE OF DATA

(Applicable to Subcontracts involving production of computer software. When applicable, the Subcontractor shall include this clause in its subcontracts at any tier.)

The Subcontractor agrees not to establish claim to copyright in computer software first produced in the performance of this Subcontract without prior written permission being granted by the DOE Patent Counsel. The DOE Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Subcontractor, when requested, shall promptly deliver to the DOE Patent Counsel, a duly executed and approved instrument fully confirming all rights to which the Government is entitled.

WORK ON UNIVERSITY OR GOVERNMENT PREMISES

(Applicable to Subcontracts involving Subcontractor's performance at University or Government-owned sites or facilities.)

(a) **Liens.** The Subcontractor agrees that, at any time upon the request of the University, it will submit a sworn statement setting forth the services performed or goods furnished by lower-tier subcontractors and the amount due and to become due to each, and that before the final payment called for hereunder, it will, if requested, submit to the University a complete set of vouchers showing what payments have been made for goods and labor used in connection with the work called for hereunder.

(b) **Indemnify and Hold Harmless.**

(1) The Subcontractor shall indemnify and hold harmless the University and the Government from all claims, demands, causes of action, or suits, of whatever nature, arising out of the services, labor, and goods furnished by the Subcontractor or its lower-tier subcontractors under the subcontract, and from all laborers', materialmen's, and mechanics' liens upon the real property upon which the work is located or any other property of the University or the Government; and

(2) Promptly notify the University, in writing, of any such claims, demands, causes of action, or suits brought to its attention. The Subcontractor shall forward with such notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, suits, or liens and, at the request of the University, shall do all things and execute and deliver all appropriate documents and assignments in favor of the University or the Government of all the Subcontractor's rights and claims growing out of such asserted claims as will enable the University and the Government to protect their respective interests by litigation or other means. The final payment shall not be made until the Subcontractor, if required, shall deliver to the University a complete release of all liens arising out of the subcontract or receipts in full in lieu thereof, as the University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and goods for which a lien could be filed; but the Subcontractor may, if any lower-tier subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the University to indemnify it against any claim by lien or other means. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to the University all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

(c) **Cleaning Up.** The Subcontract shall at all times keep University or Government premises and adjoining premises where the work is performed free from accumulations of waste material or rubbish caused by its employees, work of its employees, or work of any of its lower-tier subcontractors; and, at the completion of the work, it shall remove all rubbish from and about the buildings and all of its and its lower-tier subcontractors' tools, scaffolding, and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified. In cases of a dispute between the Subcontractor and its lower-tier subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, or, in case the same is not promptly removed as herein required, the University may remove the rubbish and charge the cost to the Subcontractor.

(d) **Employees.**

(1) The Subcontractor shall not employ for the work any unfit person or anyone not skilled in the work assigned to the person and shall devote only its best-qualified personnel to work under the subcontract. Should the University deem anyone employed on the work incompetent or unfit for duty and so inform the Subcontractor, the Subcontractor shall remove such person from the work under the subcontract, and that person shall not again, without written permission of the University, be assigned to work under the subcontract.

(2) It is understood that if employees of the University shall perform any acts for the purpose of discharging the responsibility undertaken by the Subcontractor hereunder, whether requested to perform such acts by the Subcontractor or not, such employees of the University while performing such acts shall be considered the agents and servants of the Subcontractor subject to the exclusive control of the Subcontractor.

(e) **Insurance.** The Subcontractor shall maintain with reputable companies insurance in amounts required under the subcontract sufficient to protect the University and the Government from any and all public liability and Workmen's Compensation claims at all times during the performance of the subcontract. If requested, the Subcontractor shall supply the University with one copy of certificates of insurance covering policies required hereunder and shall obtain satisfactory evidence of lower-tier subcontractors' compliance with these provisions before their participation in the work. In the absence of more specific direction from the University, the Subcontractor shall maintain additional insurance to the extent consistent with sound business practice.

(f) **Environment, Safety, Health, and Fire Protection.**

(1) The Subcontractor shall take all reasonable precautions in the performance of the work under this subcontract to protect the health and safety of employees and members of the public; minimize danger from all hazards to life and property; and, to the extent compliance is required, shall comply with all health, safety, fire protection, and environmental regulations and requirements, including reporting requirements, of the University and DOE. The University shall notify the Subcontractor in writing of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the Subcontractor shall immediately take corrective action. This corrective action shall include, at a minimum, that the Subcontractor submit a management program and implementation plan to the University for review and approval within 30 days after the date of award of this subcontract. In the event that the Subcontractor fails to comply with said regulations or requirements of the University or the DOE, the University may, without prejudice to any other legal or contractual rights of the University, issue a stop-work order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the University. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

(2) The Subcontractor shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University or Government premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on University or Government premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment, or facilities, whether such machinery, equipment, or facilities are the property of or are being operated by the Subcontractor, its lower-tier subcontractors, the University, or other persons.

SAFETY MANAGEMENT PLAN AND REPORTING

(Applicable to Subcontractors with ten or more employees working at University or Government-owned sites or facilities [herein called LBNL Site] except for work involving construction and contract labor when Subcontractor's employees receive specific task assignments from University employees.)

(a) Subcontractor shall, upon award of the Subcontract, submit a copy of Subcontractor's Safety Management Plan for University approval to LBNL's EH&S Field Support Department, MS 90-1140. Subcontract work may not begin at the LBNL site until approval of the plan has been given by the University's EH&S Field Support Department. The Safety Management Plan shall satisfy, as a minimum, the requirements for the Injury and Illness Prevention Program required by Cal-OSHA General Industry Safety Orders §3203. University approval of this plan shall be considered as meeting DOE requirements for Integrated Safety Management. University approval of the plan is for the purpose of verifying that the plan meets University requirements and is not an endorsement of the adequacy of the plan for protecting Subcontractor's employees from all occupational injuries and illness cases. Assuring the safety and health of Subcontractor's employees shall at all times remain the responsibility of the Subcontractor.

(b) Subcontractor shall report all injuries to Subcontractor's employees that qualify for inclusion on Subcontractor's Cal-OSHA log to the University within 10 days of occurrence of the injury. Subcontractor shall furnish a copy of its supplemental injury report form (OSHA form 101 or equivalent) for each such case. This report shall be

mailed to the LBNL SAAR Office, Health Services, MS 26-109. In addition, serious injuries resulting in death or hospitalization shall be reported by telephone immediately to the LBNL Health Services Receptionist, (510) 486-6266.

(c) Subcontractor shall report to the University the hours worked by Subcontractor's employees on the LBNL Site on a quarterly basis. For each quarter, the hours worked shall be reported in writing no later than the 10th day of the month following the end of the quarter. This report shall be mailed to the LBNL SAAR Office, Health Services, MS 26-109.

TECHNICAL DIRECTION AND CHANGES

(a) Performance of the work under this Subcontract shall be subject to the technical direction of the University Technical Representative. The Subcontractor shall promptly proceed with the performance of technical direction of the nature prescribed by this article issued by the University Technical Representative.

(b) The term "technical direction" is defined to include directions to the Subcontractor within the Scope of Work of the Subcontract which: (1) clarify the desired work emphasis between work areas or tasks; (2) direct the pursuit of certain lines of inquiry; (3) assist in the interpretation of drawings, specifications, or technical portions of the work description; or (4) fill in details necessary to perform and complete the Scope of Work. All technical direction must be issued in writing by the University Technical Representative.

(c) The University Technical Representative is not authorized to issue any technical direction which would: (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and specifications; (3) change the time or place of performance; the method of shipment or packaging, or the place of inspection, delivery or acceptance; (4) increase the estimated cost for performance of the work, the fixed fee, or the time required for performance of the work; (5) change any expressed term or condition of the Subcontract; or (6) unreasonably interfere with the Subcontractor's ability to perform and complete the work.

Any such technical direction must first be authorized by a written change order to this Subcontract issued by the University Procurement Representative, as provided in the clause of the GENERAL PROVISIONS entitled CHANGES-TIME-AND-MATERIALS OR LABOR-HOUR CONTRACTS.

(d) If any instruction or direction by the University Technical Representative falls within one of the types described in Paragraph C, above, the Subcontractor shall not proceed to act on such technical direction and shall promptly notify the University Procurement Representative.

Upon receipt of a notification from the Subcontractor, the University Procurement Representative shall promptly advise the Subcontractor either: (1) that the technical direction is within the general scope of the Subcontract and does not constitute a change under the GENERAL PROVISIONS entitled CHANGES-TIME-AND-MATERIALS OR LABOR-HOUR CONTRACTS and to proceed to act on such technical direction; or (2) that the technical direction is not within the general scope of the Subcontract or would constitute a change under the GENERAL PROVISIONS entitled CHANGES-TIME-AND-MATERIALS OR LABOR-HOUR CONTRACTS, and not to proceed to act on such technical direction unless and until the University issues a written change order.

APPROVAL OF TECHNICAL DATA

(a) If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the University prior to Subcontractor performance, the approval of the data by the University shall not relieve the Subcontractor from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Subcontractor's risk.

(b) If the data includes any variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If the University approves any such variation(s), a change order to the Subcontract shall be

issued by the University and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

QUALITY OF SUPPLIES

Any supplies furnished by the Subcontractor in performance of the work shall, as a minimum: (1) be new (not used or reconditioned) and not of such age or so deteriorated as to impair their usefulness or safety; (2) be as warranted; and (3) not contain any counterfeit or suspect materials, parts, or components. Types of counterfeit or suspect materials, parts, and components typically include, but are not limited to: electrical components, piping, fittings, flanges, and fasteners. The University will not accept any work involving the furnishing of any supplies found by the University not to conform to these minimum requirements, notwithstanding any inspection or acceptance of delivery by the University, unless such condition is specifically approved in writing by the University Procurement Representative.

WALSH-HEALEY PUBLIC CONTRACT ACT

If this Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C §§ 34 through 45), there are hereby incorporated by reference all stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a Subcontract price adjustment pursuant to the "Changes" clause or any other provision of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented or modified by DEAR Part 931(48 CFR Part 931) then in effect.

WARRANTY

The Subcontractor warrants that the supplies and services furnished under this Subcontract shall be: (1) free from defects in workmanship, material, and Subcontractor's design or engineering contributions; (2) of the most suitable grade and exactly as specified in the descriptions and specifications of this Subcontract and the affirmations and promises made by the Subcontractor in its proposal; and (3) merchantable and fit for the particular purpose, if any, described in the Subcontract. The Subcontractor further warrants that the data and documentation provided by the Subcontractor or its suppliers shall be complete and accurate, and may be relied upon by the University.

The Subcontractor shall correct all nonconformances with this warranty discovered within one year after formal acceptance or initial use of the supplies and services. Such corrective action shall be at the Subcontractor's expense, including any related transportation costs. The limited warranty period shall not apply in the case of latent defects, specific failure to comply with the terms of this Subcontract, or fraud or such gross mistakes as amount to fraud.

RELEASE OF INFORMATION

(Applicable if the Subcontract is for Research, Development, or Design Work or is Classified-Related.)

Information regarding this Subcontract or the undertaking or any data developed hereunder shall not be released and the name of the University, the Lawrence Berkeley National Laboratory, or the Government shall not be used in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the University Procurement Representative.

ASSIGNMENTS

(a) This Subcontract may be assigned by the University to the U.S. Government or a successor-in-interest.

(b) Except as to the assignment of payments due hereunder, the Subcontractor shall have no right, power, or authority to sell, mortgage, transfer, or assign this Subcontract, any portion hereof, any interest

herein, or any claim hereunder, nor shall it allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the University.

DISPUTES

(a) Except as otherwise provided in this Subcontract, any non-routine claim under this Subcontract not resolved in the ordinary course of business shall be referred in writing to the representatives of LBNL Procurement and the executive management of the Subcontractor with the authority to settle the dispute. The representatives of the parties, or their designees, shall then attempt in good faith to resolve the dispute by negotiations. All negotiations shall be confidential and shall be treated as compromise and settlement negotiations, for the purposes of application of rules of evidence. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of the Subcontract, in accordance with its terms and conditions.

(b) Any unresolved dispute with a value under \$100,000 relating to the Subcontract (whether contract, tort, or both), or the breach of the Subcontract shall be arbitrated by and in accordance with the then existing commercial arbitration rules of the American Arbitration Association (AAA). Judgment on the award rendered by the arbitrator may be entered in any court in Alameda County, CA having jurisdiction.

(c) The following modifications are made to the AAA rules: (1) the arbitrator shall be neutral and appointed by the AAA.; (2) the location for all arbitrations shall be in Alameda County; and (3) each party to the arbitration shall pay its pro rata share of the arbitrator's fees not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

(d) The parties shall consider the use of a form of alternate disputes resolution (ADR), including non-binding mediation and binding arbitration, for any unresolved dispute with a value of \$100,000 or more. In the event that ADR fails or is not used for such disputes, the parties may thereafter pursue any remedy they may have, at law or in equity, in a court of competent jurisdiction, in accordance with the GOVERNING LAW AND VENUE clause.

CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of the University's Purchase Order or Subcontract (hereinafter "Subcontract") as prescribed below. As used in the clauses, the term "contract" shall mean the Subcontract; the term "Contractor" shall mean the entity (hereinafter "Subcontractor") who entered into the Subcontract with the University; the term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.227-1 & Alt. I, 52.227-2, 52.227-3, 52.227-14, and 52.227-19, and DEAR clauses 952.227-11, 952.227-13, 952.227-14, and 970.5204-9, in which clauses "Government" shall mean the U. S. Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract W-7405-ENG-48 with the University. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

APPLICABLE TO ALL SUBCONTRACTS

FAR 52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Note: Download the EEO Poster at: http://www.dol.gov/esa/ ; select "Posters" then "Equal Employment Opportunity Act")
FAR 52.225-1	BUY AMERICAN ACT – SUPPLIES (MAY 2002)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)
FAR 52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
FAR 52.227-3	PATENT INDEMNITY (APR 1984)

FAR 52.227-14	RIGHTS IN DATA-GENERAL (JUN 1987), with Alternates II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (MAR 1998)	FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (12/01)
DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995), if "royalties" are paid under the Subcontract by the Subcontractor or a subcontractor at any tier.	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2
DEAR 952.227-14	RIGHTS IN DATA-GENERAL ALTERNATE VI (FEB 1998), if the Subcontractor is other than a domestic small business or non-profit organization	<u>APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000</u>	
FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUN 1987), if the Subcontract involves the acquisition of commercially available computer software.	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987), if the awarded Subcontract is based upon a proposal.	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995), unless the Subcontract is for "commercial items," excluding paragraph (c)(1).
FAR 52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAR 2000)	FAR 52.203-10	PRICE OR FEE REDUCTION FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989)	DEAR 952.209-72 & ALT 1	ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1997), with ALTERNATE I, if the Subcontract involves advisory and assistance services, engineering or technical consulting, management support or professional services, or other services or activities where an OCI may exist or arise. The period of ineligibility shall be five years.
FAR 52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)	FAR 52.219-6	NOTICE OF TOTAL SMALL-BUSINESS SET-ASIDE (JUL 1996), if the Subcontract results from a small business set-aside.
FAR 52.244-2	SUBCONTRACTS (AUG 1998), with Alternate II. Paragraph (e) insert is: "Any subcontract or purchase order for other than "commercial items" exceeding \$100,000."	FAR 52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2000)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)	FAR 52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996), if the Subcontract results from a small business set-aside.
FAR 52.246-6	INSPECTION – TIME-AND-MATERIALS AND LABOR-HOUR (JAN 1986)	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (SEP 2000), if the Subcontract involves mechanics or laborers and is for supplies other than "commercial items."
FAR 52.249-6	TERMINATION (COST REIMBURSEMENT) (SEP 1996), with Alternate IV	FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	FAR 52.229-3	FEDERAL, STATE AND LOCAL TAXES (JAN 1991)
DEAR 970.5208-1	PRINTING (DEC 2000), if printing is required under the subcontract	FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997), if the Subcontract involves international air transportation.
DEAR 970.5204-25	WORKMANSHIP AND MATERIALS (APR 1984), if the Subcontract is for facilities maintenance or construction work	FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (6/2000), if the Subcontract involves ocean transportation of supplies other than "commercial items."
DEAR 970.5204-59	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1999), if the Subcontract involves any work at a DOE owned or controlled facility	DEAR 970.5204-9	ACCOUNTS, RECORDS, AND INSPECTION (MAY 2000), excluding Paragraph (h).
DEAR 970.5223-2	AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)	<u>APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000</u>	
DEAR 970.5245-1	PROPERTY (DEC 2000)	FAR 52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000), unless the Subcontractor is a small business or there are no subcontracting possibilities.
<u>APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2,500</u>		FAR 15.406-2	CERTIFICATE OF CURRENT COST OR PRICING DATA, unless the Subcontract and all Modifications are exempt from the submission of certified cost or pricing data, per FAR 15.403.
FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989), if the Subcontract is principally for the furnishing of services through the use of "service employees."		
FAR 52.222-44	FAIR LABOR STANDARDS ACT AND SERVICES CONTRACT ACT-PRICE ADJUSTMENT (MAY 1989), if FAR Clause 52.222-41 applies.		
<u>APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE</u>			
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (6/98)		
<u>APPLICABLE IF THE SUBCONTRACT EXCEEDS \$25,000</u>			
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (12/01)		

DEAR 970.5204-77 WORKFORCE RESTRUCTURING UNDER
SECTION 3161 OF THE NATIONAL
DEFENSE AUTHORIZATION ACT FOR
FISCAL YEAR 1993 (JUN 1997), unless the
Subcontract is for "commercial items."

APPLICABLE IF THE SUBCONTRACT INDICATES IT IS FOR
RESEARCH, DEVELOPMENT, OR DEMONSTRATION (RD&D)
WORK OR DESIGN WORK INVOLVING NON-STANDARD TYPES
OF CONSTRUCTION

FAR 52.227-1 & AUTHORIZATION AND CONSENT (JUL
ALT 1 1995), with Alternate I
FAR 52.227-10 FILING OF PATENT APPLICATIONS-
CLASSIFIED SUBJECT MATTER (APR
1984), if the Subcontract involves classified
information
DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE
CONTRACTOR (SHORT FORM) (FEB 1995),
if the Subcontractor is a Domestic Small
Business or Non-Profit Organization, as
defined at FAR 27.301.
DEAR 952.227-13 PATENT RIGHTS - ACQUISITION BY THE
GOVERNMENT (SEP 1997), if the
Subcontractor is not a Domestic Small
Business or Non-Profit Organization, as
defined at FAR 27.301.

GOVERNING LAW AND VENUE

This Subcontract shall be interpreted in accordance with the
substantive and procedural laws of the State of California. Any action
at law or judicial proceeding instituted by either party pertaining to the
Subcontract shall be instituted in the State of California in the Superior
Court of Alameda County (or in the Superior Court of Contra Costa
County if the underlying action occurred at LBNL's JGI Site).

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Subcontract shall consist of the Subcontract Signature Page, any
Special Provisions, these General Provisions, and any other
referenced and incorporated clauses, provisions and documents, which
is the entire agreement between the parties concerning the subject
matter hereof and supersedes all prior proposals, representations,
negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the
Subcontract shall be resolved by giving precedence in the following
order: (a) the Subcontract document; (b) any Special Provisions; (c)
these General Provisions; (d) the clauses listed in the provision of
these General Provisions entitled *CLAUSES INCORPORATED BY
REFERENCE*; (e) any specifications; (f) other documents listed in the
special provision entitled INCORPORATED DOCUMENTS, if any, in
the order in which they are listed; and (g) any other documents,
exhibits, or attachments.

(END OF GENERAL PROVISIONS)